



COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR
KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 437
LOS ANGELES, CALIFORNIA 90012



MARK J. SALADINO
TREASURER AND TAX COLLECTOR

TELEPHONE
(213) 974-2101

TELECOPIER
(213) 626-1812

October 18, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

AGREEMENTS TO PURCHASE
"TAX DEFAULTED SUBJECT TO POWER TO SELL" PROPERTIES
SUPERVISORIAL DISTRICT 2 - AGREEMENT 2422
SUPERVISORIAL DISTRICT 5 - AGREEMENTS 2372 AND 2425
(3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair to sign the Purchase Agreements of "Tax Defaulted Subject to Power to Sell" properties being acquired by the Los Angeles County Flood Control District (public agency) pursuant to the Revenue and Taxation Code, with revenue to be provided to recover a portion, if not all, of back property taxes, penalties, and costs on the delinquent parcels and any remaining tax balance to be cancelled from the existing tax rolls; and approve publication of the Purchase Agreements of "Tax Defaulted Subject to Power to Sell" properties.

PURPOSE OF RECOMMENDED ACTION

The properties described in the agreements may be sold in accordance with the provisions of Division 1, Part 6, Chapter 8 of the Revenue and Taxation Code and with the policy adopted by Board action on November 24, 1970 as indicated on Attachment "A". Exhibit "A", attached to each agreement, indicates the legal description and selling price of the parcels.

Upon approval, the enclosed agreements and copies are to be signed by the Chair and returned to the Tax Collector for transmittal to the State Controller for further approval. County Counsel has approved the agreements as to form.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of these agreements is in accordance with the Countywide Strategic Plan Goals of Fiscal Responsibility and Collaboration Across Jurisdictional Boundaries. Delinquent property taxes and costs are recovered, and limited-use parcels are identified for appropriate public purposes.

JUSTIFICATION

The Chapter 8 Agreement sale procedure permits eligible public agencies to acquire "Tax Defaulted Subject to Power to Sell" properties without the necessity of a public auction. The properties described in this letter will be acquired by one public agency. The agreements are with the Los Angeles County Flood Control District, which intends to utilize these properties for flood control purposes.

FISCAL IMPACT/FINANCING

Revenue will be provided to the County for apportionment among the affected taxing agencies, which will recover a portion, if not all, of back property taxes, penalties, and costs on the delinquent parcels. Any remaining tax balance will be cancelled from the existing tax roll.

Existing appropriation is available in the current Treasurer and Tax Collector 2005/2006 Budget for publication costs. Publishing, in accordance with Section 3798 of the Revenue and Taxation Code, is the most cost-effective method of giving adequate notification to parties of interest.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Chapter 8 Agreement sale procedure permits eligible public agencies to acquire "Tax Defaulted Subject to Power to Sell" properties pursuant to Section 3791, et seq., of the Revenue and Taxation Code.

Attachment "B" is a summary of the public agency's purchases. This attachment indicates the affected Supervisorial Districts and the public use for which the properties

The Honorable Board of Supervisors
October 18, 2005
Page 3

are being acquired. Moreover, we have included copies of the relevant sections of the Revenue and Taxation Code pertaining to the Chapter 8 Agreement sale for your information. County Counsel has approved the agreements as to form. Attached to the agreements are the Assessor's parcel maps showing the dimensions and general locations of the affected parcels.

Efforts will be made to contact the owners and parties of interest to inform them of their tax liabilities and the provisions for the redemption of the property pursuant to Section 3799 of the Revenue and Taxation Code.

Section 3798 of the Revenue and Taxation Code mandates notice of agreements to be published once a week for three (3) successive weeks in a newspaper of general circulation published in the County.

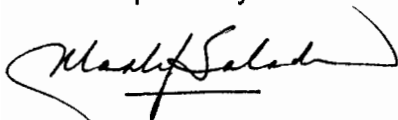
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Not applicable.

CONCLUSION

Upon approval of the enclosed agreement forms, the Department of the Treasurer and Tax Collector will need all original documents returned for submission to the State Controller, as the State Controller's Office has the final approval of this and all Chapter 8 Agreements.

Respectfully submitted,



MARK J. SALADINO
Treasurer and Tax Collector

MJS:DJD:MD:gh

BOS-LTR Agreement 2372, 2422, and 2425 Los Angeles County Flood Control District-101805.doc

Attachments

c: Assessor
Auditor-Controller
Chief Administrative Officer
County Counsel

ATTACHMENT "A"

COUNTY OF LOS ANGELES
OFFICE OF THE TREASURER AND TAX COLLECTOR
HALL OF ADMINISTRATION
325 NORTH HILL STREET
LOS ANGELES, CALIFORNIA 90012

HAROLD J. OSTLY
TAX COLLECTOR

November 17, 1970

W. T. KIRWEL
DEPUTY

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

178

NOV 24 1970

Board of Supervisors
383 Hall of Administration
Los Angeles, California 90012

J. J. Morrill
LEONARD L. MORRILL
EXECUTIVE SECRETARY

Gentlemen:

TAX AGREEMENT SALES

RECOMMENDATION:

That the Tax Collector be directed to review all requests for agreement sales pursuant to Chapter 8 of the Revenue and Taxation Code and recommend to the Board whether such requests should be approved in whole, in part, or denied.

That the Tax Collector is further instructed to review and recommend the price to be paid for such sales which price, in the absence of special circumstances, shall not be less than the amount necessary to redeem the property pursuant to Part 7 of Division 1 of the Revenue and Taxation Code.

EXPLANATION:

This office has recently completed a review of the policies currently in use with regard to the acquisi-

Board of Supervisors - Page 2 - November 17, 1970

tion of tax deeded lands by taxing agencies under the authority of Chapter 8 of the Revenue and Taxation Code. This study showed that while present practices are in technical conformity with various statutory requirements, the \$1 per parcel price has remained constant since October 19, 1943.

It is the opinion of this office that the continuation of this nominal price is no longer in the best interest of the County and the other involved taxing agencies. The sale for a minimal fee of properties charged with sizable tax deficiencies results in substantial revenue losses to the County and other agencies.

The nominal fee can also result in requests for acquisition without adequate attention given to actual need by the requesting agency. The result is the removal of additional property from the tax base. If resold later as surplus, the proceeds accrue only to the acquiring agency.

Very truly yours,


HAROLD J. OSTLY

TREASURER & TAX COLLECTOR

HJO:cm

cc: 1 Clerk of the Board
5 One for each Supervisor
1 Chief Administrative Officer
1 County Counsel
6 Communications

SUMMARY OF PUBLIC AGENCY'S PURCHASE

SECOND SUPERVISORIAL DISTRICT

AGREEMENT NUMBER 2422

AGENCY

Los Angeles County
Flood Control District
Public Agency

Selling price of this parcel
shall be \$24,030.00

Public Agency intends to utilize this
property for flood control purposes.

**SUPERVISORIAL
DISTRICT**

2nd

LOCATION

CITY OF LOS ANGELES

**PARCEL
NUMBER**

4221-024-006

**MINIMUM
BID**

\$24,030.00

SUMMARY OF PUBLIC AGENCY'S PURCHASE

FIFTH SUPERVISORIAL DISTRICT

AGREEMENT NUMBER 2372

AGENCY

Los Angeles County
Flood Control District
Public Agency

Selling price of this parcel
shall be \$1,869.00

Public Agency intends to utilize this
property for flood control purposes.

SUPERVISORIAL DISTRICT

5th

LOCATION

CITY OF LOS ANGELES

PARCEL NUMBER

2549-002-008

MINIMUM BID

\$ 1,869.00

SUMMARY OF PUBLIC AGENCY'S PURCHASE

FIFTH SUPERVISORIAL DISTRICT

AGREEMENT NUMBER 2425

AGENCY

Los Angeles County
Flood Control District
Public Agency

Selling price of these parcels
shall be \$2,713.00

Public Agency intends to utilize these
properties for flood control purposes.

<u>SUPERVISORIAL DISTRICT</u>	<u>LOCATIONS</u>	<u>PARCEL NUMBERS</u>	<u>MINIMUM BID</u>
5 th	CITY OF GLENDORA	8644-019-036	\$ 1,127.00
5 th	CITY OF GLENDORA	8648-010-012	\$ 1,586.00

AGREEMENT NUMBER 2422

**LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT**

SECOND SUPERVISORIAL DISTRICT



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
"Enriching Lives"

900 SOUTH FREMONT AVENUE
 ALHAMBRA, CALIFORNIA 91803-1331
 Telephone: (626) 458-5100
 www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
 P.O. BOX 1460
 ALHAMBRA, CALIFORNIA 91802-1460

January 29, 2004

IN REPLY PLEASE
 REFER TO FILE: **MP-6**
M0420006

TO: Sharon Perkins
 Operations Chief
 Secured Property Tax Division
 Treasurer and Tax Collector

FROM: Greg Kelley, Assistant Deputy Director
 Mapping & Property Management Division

Greg Kelley

2004A TAX SALE
AUTHORIZATION TO PURCHASE VIA CHAPTER 8

We received your list of properties that are tax defaulted and deemed Subject to Power to Sell dated November 21, 2003. By this memorandum, I authorize the purchase of the parcels listed below pursuant to Los Angeles County Code Section 2.18.025 that states, the Director or his designee is authorized to acquire property used by the Department of Public Works and the Los Angeles County Flood Control District.

8656-001-072	8648-010-012	8644-019-036	8174-004-004 <i>R</i>
7242-013-006	4453-019-046	4453-019-045	4221-024-006

Acquiring these adjoining parcels will enhance the District's interest which will result in better operational control of its facilities.

AT:psr
 P6:VAT 2004A TAX SALE

Parcel ID	DIST	LOCATION	ACREAGE
4221-024-006	2	CITY OF LA	0.422
4453-09-045	3	COUNTY OF LA	0.423
4453-019-046	3	COUNTY OF LA	0.423
7242-013-006	11	LONG BEACH	0.124
8644-019-036	5	Glendale	0.125
8648-010-012	5	Glendale	0.125

one of parcels is not in the list



**COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR**

KENNETH HAHN HALL OF ADMINISTRATION
228 NORTH HILL STREET, ROOM 130
P.O. BOX 512102
LOS ANGELES, CALIFORNIA 90051-0102



MARK J. SALADINO
TREASURER AND TAX COLLECTOR

Application to Purchase Tax Defaulted Subject to Power to Sell Property

Name of Organization: LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
(name of the city, county, district, redevelopment agency or state)

Application to Purchase: X Objection to a Current Pending Chapter 7 Sale
(check one) Application-No Pending Chapter 7 Sale

Public Purpose for Acquiring the Property FLOOD CONTROL PURPOSES
BALLONA CREEK

List the Propertie(s) by Assessor's Identification Number:

4221-024-006

Authorized Signature: Greg Kuller

Title: Asst Deputy Director

Date: 2/2/04

Agreement Number: 2422

§§3695, 3695.4, 3695.5 3791, 3891.3 and 3791.4

THE MISSION

We provide public works services in a responsive, efficient, and cost effective manner.

AN OVERVIEW

The Department of Public Works was formed on January 1, 1985, from the former County Road Department, a portion of the Department of County Engineer-Facilities, and the County Flood Control District. In 1995, capital projects responsibilities and 156 staff members previously assigned to the Internal Services Department were also incorporated into Public Works.

Divided into 21 divisions, the Department has over 3,800 employees in approximately 450 separate job classifications, including professional, technical, clerical, skilled craft, and



unskilled workers. The Department is responsible for the design, construction, operation, maintenance, and repair of roads, bridges, airports, sewers, water supply, flood control and water conservation facilities; and for the design and construction of capital projects. Additional responsibilities include regulatory and ministerial programs for the County of Los Angeles, Los Angeles County Flood Control District, other special districts, and contract cities that request services. A 24-hour Emergency Operations Center is maintained to respond to problems reported by the public and other agencies as well as major emergencies, such as floods, windstorms, snowstorms, earthquakes, etc., and to monitor various Department facilities.

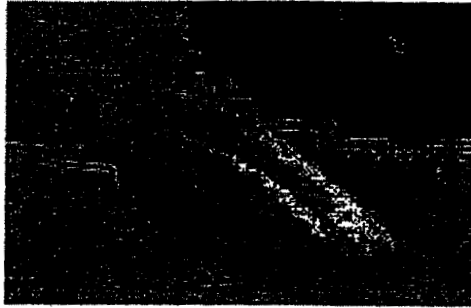
The Department protects property and promotes public safety for those we serve now and in the future. By striving to increase productivity and efficiency while continuing to emphasize and to provide the highest levels of service, the Department looks forward to successfully meeting the challenges of the future through new technology and high standards.



RESPONSIBILITIES AND FUNCTIONS

Flood Control

- Operate and maintain 15 major dams, about 450 miles of open channel, almost 2,500 miles of underground storm drains, 70,000 street drains, about 280 sediment entrapment basins and 218 concrete stream bed stabilization structures, 33 pumping plants, as well as numerous support facilities throughout the County.



Water Conservation

- Conserve each year in Los Angeles County an average of 220,000 acre-feet of local storm water runoff that would otherwise waste to the ocean. This amount, valued conservatively at over \$73 million, consists of direct storm runoff and post-storm releases from the dams. The water flows to 27 groundwater recharge areas, or spreading grounds, consisting of unlined river bottoms and spreading basins and pits. During non-storm periods, the artificial recharge program is supplemented by spreading almost 75,000 acre-feet of untreated imported water and 50,000 acre-feet of reclaimed water.
- Operate and maintain three seawater barriers in Los Angeles County. These barriers inject treated imported water into the freshwater aquifers along coastal areas to prevent the intrusion of salt water inland. The aquifers protected by the barriers supply nearly 20 percent of the water used in Los Angeles County.



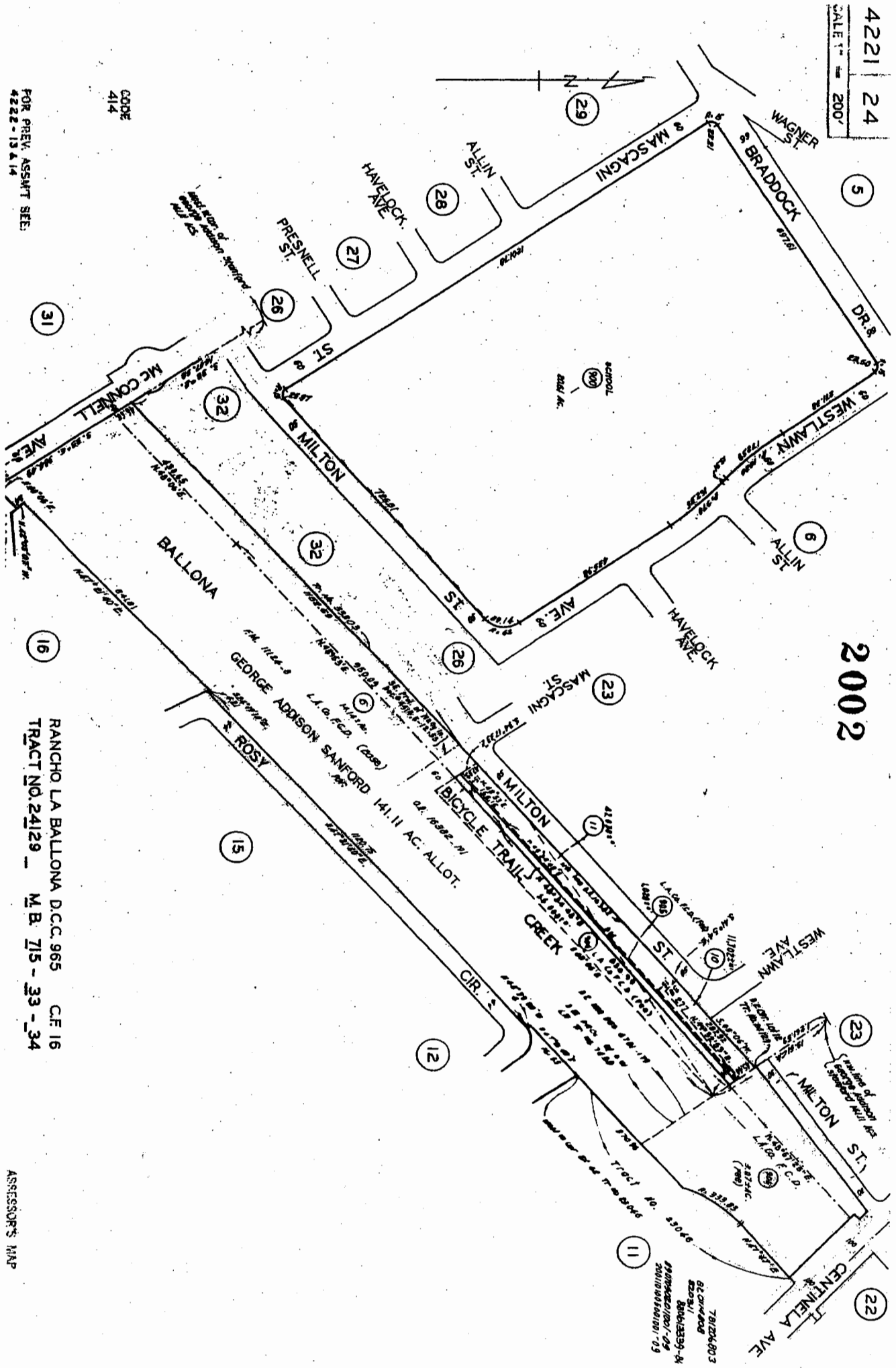
Roads

- Maintain over 3,100 miles of major roads and local streets in the unincorporated areas and over 1,700 miles in 22 incorporated cities. This includes over 1,300 signalized intersections, 6,000 miles of striping, 170,000 traffic signs, 5,000 street lights, 78,000 street name signs, as well as pavement markings, painted curbs, and raised traffic markers.
 - Provide a full range of road services, including street sweeping, pothole patching, and tree trimming.
-



4221 24
SCALE 1" = 200'

2002



CODE
414

FOR PREL. ASSMT SEE:
4222-13414

RANCHO LA BALLONA D.C.C. 965 C.F. 16
TRACT NO. 24129 - M.B. 715 - 33 - 34

ASSESSOR'S MAP

ORIGINAL

**AGREEMENT TO PURCHASE
LOS ANGELES COUNTY TAX-DEFAULTED PROPERTY
(Public/Taxing Agency)**

This Agreement is made this _____ day of _____, 20____, by and between the Board of Supervisors of Los Angeles County, State of California, and the **LOS ANGELES COUNTY FLOOD CONTROL DISTRICT** ("Purchaser"), pursuant to the provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code.

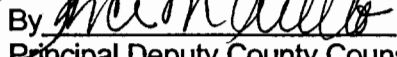
The real property situated within said county, hereinafter set forth and described in Exhibit "A" attached hereto and made a part hereof, is tax-defaulted and is subject to the power of sale by the tax collector of said county for the nonpayment of taxes, pursuant to provision of law.

It is mutually agreed as follows:

1. That as provided by Section 3800 of the Revenue and Taxation Code, the cost of giving notice of this agreement shall be paid by the PURCHASER.
2. The PURCHASER agrees to pay the total purchase price listed for each real property described in Exhibit "A" within 14 days after the date this agreement becomes effective. Upon payment of said sum to the tax collector, the tax collector shall execute and deliver a deed conveying title to said property to PURCHASER.
3. *That the PURCHASER agrees that the real property be used for the public use specified on Attachment "A" of this agreement.*
4. That if said PURCHASER is a **TAXING AGENCY**, said agency would not share in the distribution of the payment required by this Agreement as defined by § 3791 and § 3720 of the Revenue and Taxation Code.

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By 
Principal Deputy County Counsel

If all or any portion of any individual parcel listed in Exhibit "A" is redeemed prior to the effective date of this agreement, this agreement shall be null and void only as it pertains to that individual parcel. This agreement shall also become null and void and the right of redemption restored upon the PURCHASER'S failure to comply with the terms and conditions of this agreement. Time is of the essence.

0§§3791, 3791.3 3793 R&T Code

The undersigned hereby agree to the terms and conditions of this agreement and are authorized to sign for said agencies.

ATTEST:
LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT

By Greg Kelly

(seal)

ATTEST:

Board of Supervisors
Los Angeles County

By _____
Clerk of the Board of Supervisors

By _____
Chair of the Board of Supervisors

By _____
Deputy
(seal)

Pursuant to the provisions of Section 3775 of the Revenue and Taxation Code the governing body of the city of **LOS ANGELES** hereby agrees to the selling price as provided in this agreement.

ATTEST:

City of Los Angeles

By Alvin Y. Blain
Alvin Y. Blain, General Manager
Department of General Services

(seal)

This agreement was submitted to me before execution by the board of supervisors and I have compared the same with the records of Los Angeles County relating to the real property described therein.

Marilyn Salas
Los Angeles County Tax Collector

Pursuant to the provisions of Sections 3775 and 3795 of the Revenue and Taxation Code, the Controller agrees to the selling price hereinbefore set forth and approves the foregoing agreement this ____ day of _____, 20__.

By: _____, STATE CONTROLLER

SUPERVISORIAL DISTRICT 2
AGREEMENT NUMBER 2422

EXHIBIT "A"

<u>LOCATION</u>	<u>FIRST YEAR DELINQUENCY</u>	<u>DEFAULT NUMBER</u>	<u>PURCHASE PRICE</u>	<u>PURPOSE OF AQUISITION</u>
CITY OF LOS ANGELES	1992	4221-024-006	\$24,030.00*	FLOOD CONTROL PURPOSES

**LEGAL
DESCRIPTION**

RANCHO LA BALLONA LOT COM S 33° E 1447.38 FT FROM MOST W COR OF GEO ADDISON SANFORD 141.11 AC ALLOT TH N 48°06' E TO A LINE PARALLEL WITH AND DIST NE AT R/A 60 FT FROM SE PROLONGATION OF NE LINE OF LAND DESC IN DOC NO 4414, 5-12-55 TO SHIGEO KITA TH SE ON SD PARALLEL LINE TO A PT S 34°33'30 E 1261.59 FT AND S 48°06' W FROM INTERSECTION OF NW LINE OF GEO ADDISON SANFORD 141.11 AC ALLOT WITH NW PROLONGATION OF NE LINE OF LOT 12 TR NO 24129 TH N 48°06' E TO SE PROLONGATION OF SW LINE OF TR NO 7428 TH S 34° 33'30" E TO NW LINE OF TR NO 23046 TH S 47°21'40" W TO A PT S 47°21'40" W 161.55 FT FROM MOST W COR OF LOT 42 SD TR NO 23046 TH S 42°38'20" E 4 FT TH S 47°21'40" W 1120.75 FT TH N 24°19'13" W 4.21 FT TH S 47°21'40" W 641.81 FT TH S 42°05'07" E 24 FT TH S 48°06' W TO NE LINE OF MCCONNELL AVE TH NW THEREON 384.94 FT TO BEG PART OF GEO ADDISON SANFORD 141.11 AC ALLOT

*The purchase price quoted on this Exhibit "A" is a projection of the purchase price for a schedule of eight (8) months. If the agreement is completed in less time, then the purchase price will be decreased; however if the completion of the agreement is longer than this time, the price will increase accordingly.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

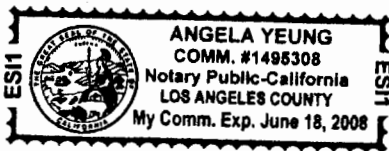
No. 5907

State of California
County of Los Angeles

On June 21, 2005 before me, Angela Yeung, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Alvin Y. Blain
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Angela Yeung

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☒ CORPORATE OFFICER
General Manager
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Agreement to Purchase Los Angeles County Tax-Defaulted

TITLE OR TYPE OF DOCUMENT Property
APN 4221-024-006

Four

NUMBER OF PAGES

June 21, 2005

DATE OF DOCUMENT

N/A

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
City of Los Angeles
Department of General Services

ORIGINAL

**AGREEMENT TO PURCHASE
LOS ANGELES COUNTY TAX-DEFAULTED PROPERTY
(Public/Taxing Agency)**

This Agreement is made this _____ day of _____, 20____, by and between the Board of Supervisors of Los Angeles County, State of California, and the **LOS ANGELES COUNTY FLOOD CONTROL DISTRICT** ("Purchaser"), pursuant to the provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code.

The real property situated within said county, hereinafter set forth and described in Exhibit "A" attached hereto and made a part hereof, is tax-defaulted and is subject to the power of sale by the tax collector of said county for the nonpayment of taxes, pursuant to provision of law.

It is mutually agreed as follows:

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APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By 
Principal Deputy County Counsel

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0§§3791, 3791.3 3793 R&T Code

The undersigned hereby agree to the terms and conditions of this agreement and are authorized to sign for said agencies.

ATTEST:
LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT

By Greg Kelly

(seal)

ATTEST:

Board of Supervisors
Los Angeles County

By _____
Clerk of the Board of Supervisors

By _____
Chair of the Board of Supervisors

By _____
Deputy
(seal)

Pursuant to the provisions of Section 3775 of the Revenue and Taxation Code the governing body of the city of **LOS ANGELES** hereby agrees to the selling price as provided in this agreement.

ATTEST:

City of Los Angeles

By Alvin Y. Blain
Alvin Y. Blain, General Manager
Department of General Services

(seal)

This agreement was submitted to me before execution by the board of supervisors and I have compared the same with the records of Los Angeles County relating to the real property described therein.

Marilyn Salas
Los Angeles County Tax Collector

Pursuant to the provisions of Sections 3775 and 3795 of the Revenue and Taxation Code, the Controller agrees to the selling price hereinbefore set forth and approves the foregoing agreement this ____ day of _____, 20__.

By: _____, STATE CONTROLLER

SUPERVISORIAL DISTRICT 2
AGREEMENT NUMBER 2422

EXHIBIT "A"

<u>LOCATION</u>	<u>FIRST YEAR DELINQUENCY</u>	<u>DEFAULT NUMBER</u>	<u>PURCHASE PRICE</u>	<u>PURPOSE OF AQUISITION</u>
CITY OF LOS ANGELES	1992	4221-024-006	\$24,030.00*	FLOOD CONTROL PURPOSES

**LEGAL
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

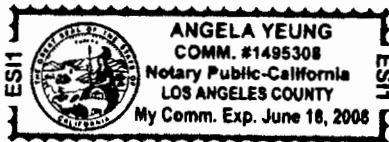
No. 5907

State of California
County of Los Angeles

On June 21, 2005 before me, Angela Yeung, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Alvin Y. Blain,
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Angela Yeung

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☒ CORPORATE OFFICER
General Manager
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
City of Los Angeles
Department of General Services

DESCRIPTION OF ATTACHED DOCUMENT

Agreement to purchase Los Angeles County Tax-Defaulted Property

TITLE OR TYPE OF DOCUMENT
APN 4221-024-006

Four

NUMBER OF PAGES

June 21, 2005

DATE OF DOCUMENT

N/A

SIGNER(S) OTHER THAN NAMED ABOVE

AGREEMENT NUMBER 2372

**LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT**

FIFTH SUPERVISORIAL DISTRICT



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

October 29, 2002

IN REPLY PLEASE
REFER TO FILE:

MP-6
6.042
16.042
19.042
21.042
63.042
M0020010

TO: Martha Duran
Chief Tax Services
Treasurer and Tax Collector

Attention Stan Redins
Tax Defaulted Land Unit

FROM: Archie Taylor, Real Property Agent II
Acquisition & Revenue Properties Section
Mapping & Property Management Division

SAN GABRIEL RIVER - PARCEL 733 - ASSESSOR'S PARCEL NO. 7163-001-013
BIG DALTON WASH - PARCEL P900A - ASSESSOR'S PARCEL NO. 8655-022-032
LOS ANGELES RIVER - PARCEL 79 - ASSESSOR'S PARCEL NO. 6239-001-001
PACOIMA WASH - PARCEL 21 - ASSESSOR'S PARCEL NO. 2653-024-012
BIG TUJUNGA WASH MITIGATION BANK PROJECT - ASSESSOR'S
PARCEL NO. 2549-002-008

The Los Angeles County Flood Control District is interested in acquiring the above-referenced tax defaulted properties. These properties will be utilized for flood control purposes. We submitted the original agreements to purchase to the various cities in which such properties are located for approving the sell to the Flood Control District. The agreements either were lost or misplaced by the various cities. We respectfully request that you submit new agreements to purchase tax defaulted properties, for the above-mentioned parcels, to us for further processing.

If you have any questions, please telephone me at (626) 458-7073.

AT:bw
D6:3182A.DOC

bc: Mapping & Property Management (Taylor)

THE MISSION

We provide public works services in a responsive, efficient, and cost effective manner.

AN OVERVIEW

The Department of Public Works was formed on January 1, 1985, from the former County Road Department, a portion of the Department of County Engineer-Facilities, and the County Flood Control District. In 1995, capital projects responsibilities and 156 staff members previously assigned to the Internal Services Department were also incorporated into Public Works.

Divided into 21 divisions, the Department has over 3,800 employees in approximately 450 separate job classifications, including professional, technical, clerical, skilled craft, and



unskilled workers. The Department is responsible for the design, construction, operation, maintenance, and repair of roads, bridges, airports, sewers, water supply, flood control and water conservation facilities; and for the design and construction of capital projects. Additional responsibilities include regulatory and ministerial programs for the County of Los Angeles, Los Angeles County Flood Control District, other special districts, and contract cities that request services. A 24-hour Emergency Operations Center is maintained to respond to problems reported by the public and other agencies as well as major emergencies, such as floods, windstorms, snowstorms, earthquakes, etc., and to monitor various Department facilities.

The Department protects property and promotes public safety for those we serve now and in the future. By striving to increase productivity and efficiency while continuing to emphasize and to provide the highest levels of service, the Department looks forward to successfully meeting the challenges of the future through new technology and high standards.



RESPONSIBILITIES AND FUNCTIONS

Flood Control

- Operate and maintain 15 major dams, about 450 miles of open channel, almost 2,500 miles of underground storm drains, 70,000 street drains, about 280 sediment entrapment basins and 218 concrete stream bed stabilization structures, 33 pumping plants, as well as numerous support facilities throughout the County.



Water Conservation

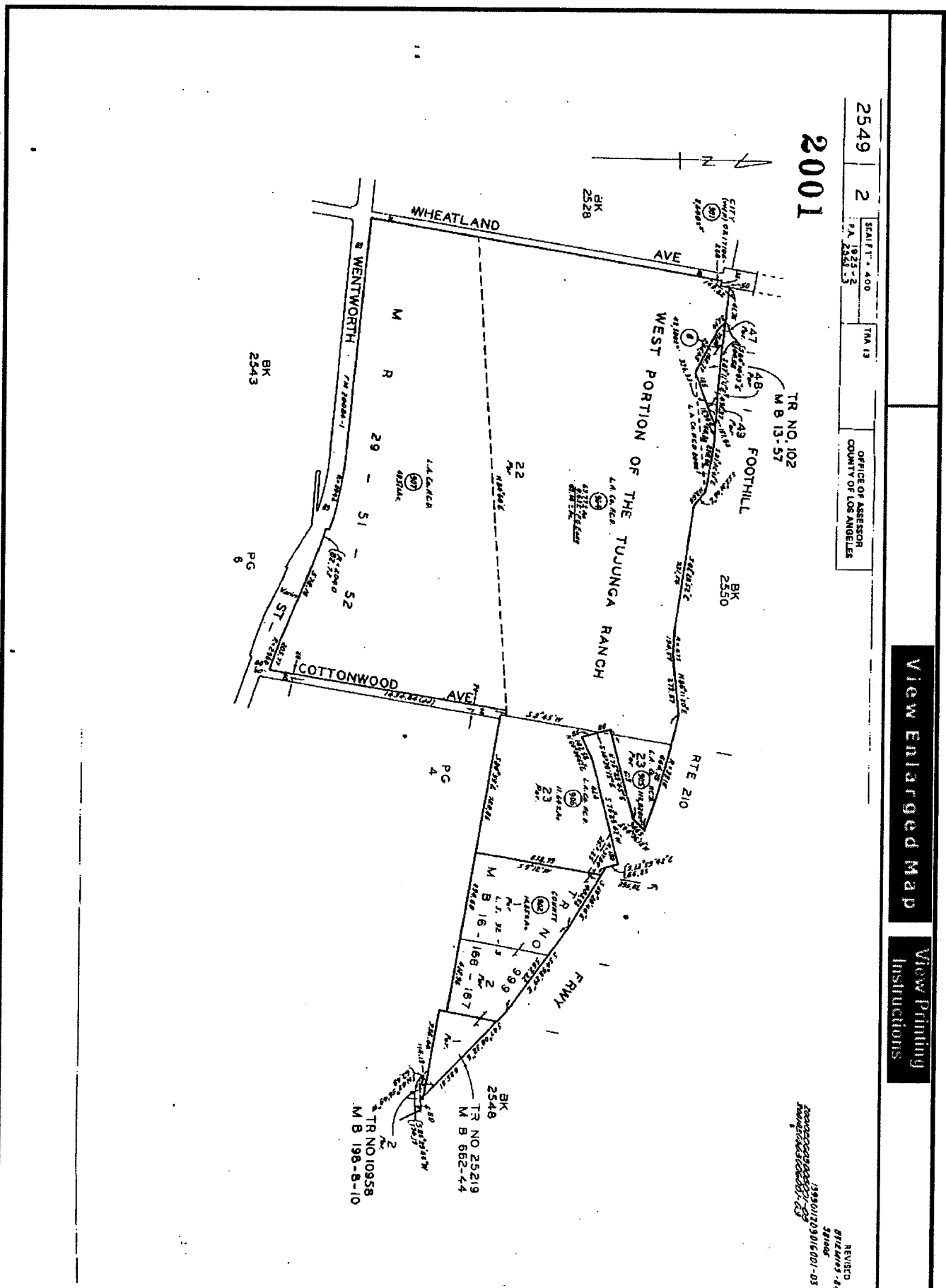
- Conserve each year in Los Angeles County an average of 220,000 acre-feet of local storm water runoff that would otherwise waste to the ocean. This amount, valued conservatively at over \$73 million, consists of direct storm runoff and post-storm releases from the dams. The water flows to 27 groundwater recharge areas, or spreading grounds, consisting of unlined river bottoms and spreading basins and pits. During non-storm periods, the artificial recharge program is supplemented by spreading almost 75,000 acre-feet of untreated imported water and 50,000 acre-feet of reclaimed water.
- Operate and maintain three seawater barriers in Los Angeles County. These barriers inject treated imported water into the freshwater aquifers along coastal areas to prevent the intrusion of salt water inland. The aquifers protected by the barriers supply nearly 20 percent of the water used in Los Angeles County.



Roads

- Maintain over 3,100 miles of major roads and local streets in the unincorporated areas and over 1,700 miles in 22 incorporated cities. This includes over 1,300 signalized intersections, 6,000 miles of striping, 170,000 traffic signs, 5,000 street lights, 78,000 street name signs, as well as pavement markings, painted curbs, and raised traffic markers.
 - Provide a full range of road services, including street sweeping, pothole patching, and tree trimming.
-





**AGREEMENT TO PURCHASE
LOS ANGELES COUNTY TAX-DEFAULTED PROPERTY
(Public/Taxing Agency)**

This Agreement is made this _____ day of _____, 20____, by and between the Board of Supervisors of Los Angeles County, State of California, and the **LOS ANGELES COUNTY FLOOD CONTROL DISTRICT** ("Purchaser"), pursuant to the provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code.

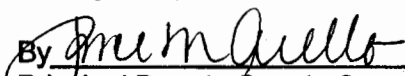
The real property situated within said county, hereinafter set forth and described in Exhibit "A" attached hereto and made a part hereof, is tax-defaulted and is subject to the power of sale by the tax collector of said county for the nonpayment of taxes, pursuant to provision of law.

It is mutually agreed as follows:

1. That as provided by Section 3800 of the Revenue and Taxation Code, the cost of giving notice of this agreement shall be paid by the PURCHASER.
2. The PURCHASER agrees to pay the total purchase price listed for each real property described in Exhibit "A" within 14 days after the date this agreement becomes effective. Upon payment of said sum to the tax collector, the tax collector shall execute and deliver a deed conveying title to said property to PURCHASER.
3. *That the PURCHASER agrees that the real property be used for the public use specified on Attachment "A" of this agreement.*
4. That if said PURCHASER is a **TAXING AGENCY**, said agency would not share in the distribution of the payment required by this Agreement as defined by § 3791 and § 3720 of the Revenue and Taxation Code.

APPROVED AS TO FORM:

~~LLOYD W. PELLMAN~~
County Counsel

By 
Principal Deputy County Counsel

If all or any portion of any individual parcel listed in Exhibit "A" is redeemed prior to the effective date of this agreement, this agreement shall be null and void only as it pertains to that individual parcel. This agreement shall also become null and void and the right of redemption restored upon the PURCHASER'S failure to comply with the terms and conditions of this agreement. Time is of the essence.

0§§3791, 3791.3 3793 R&T Code

The undersigned hereby agree to the terms and conditions of this agreement and are authorized to sign for said agencies.

ATTEST:
LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT

By Greg Kelley

(seal)

ATTEST:

Board of Supervisors
Los Angeles County

By _____
Clerk of the Board of Supervisors

By _____
Chair of the Board of Supervisors

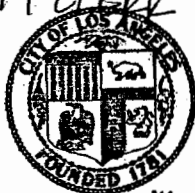
By _____
Deputy
(seal)

Pursuant to the provisions of Section 3775 of the Revenue and Taxation Code the governing body of the city of **LOS ANGELES** hereby agrees to the selling price as provided in this agreement.

ATTEST:

Don Lewis
DEPUTY CITY CLERK

(seal)



City of Los Angeles

By James Hahn
Mayor JUL 20 2004

This agreement was submitted to me before execution by the board of supervisors and I have compared the same with the records of Los Angeles County relating to the real property described therein.

Masrip Salado
Los Angeles County Tax Collector

Pursuant to the provisions of Sections 3775 and 3795 of the Revenue and Taxation Code, the Controller agrees to the selling price hereinbefore set forth and approves the foregoing agreement this ____ day of _____, 20__.

By: _____, STATE CONTROLLER

SUPERVISORIAL DISTRICT 5
AGREEMENT NUMBER 2372

EXHIBIT "A"

<u>LOCATION</u>	<u>FIRST YEAR DELINQUENCY</u>	<u>DEFAULT NUMBER</u>	<u>PURCHASE PRICE</u>	<u>PURPOSE OF AQUISITION</u>
CITY OF LOS ANGELES	1994	2549-002-008	\$1,869.00*	FLOOD CONTROL

**LEGAL
DESCRIPTION**

LAND DES IN DOC 2380, 74-5-16 TRACT NO 102 LOT COM SE ON SE PROLONGATION OF NE LINE OF LAND DESC IN O R 17104-228 TO L A CITY DEPT OF WATER AND POWER 141.74 FT FROM MOST E COR OF SD LAND TH E ON S LINE OF FOOTHILL FRWY TO NW LINE OF LOT 22 WEST POR OF THE TUJUNGA RANCH TH SW THEREON AND NW ON NE LINE OF SD LOT TO BEG PART OF LOTS 47, 48 AND LOT 49

The purchase price quoted on this Exhibit "A" is a projection of the purchase price for a schedule of eight (8) months. If the agreement is completed in less time, then the purchase price will be decreased; however if the completion of the agreement is longer than this time, the price will increase accordingly.

**AGREEMENT TO PURCHASE
LOS ANGELES COUNTY TAX-DEFAULTED PROPERTY
(Public/Taxing Agency)**

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~~LLOYD W. PELLMAN~~
County Counsel

By 
Principal Deputy County Counsel

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ATTEST:
LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT

By Greg Kelly

(seal)

ATTEST:

Board of Supervisors
Los Angeles County

By _____
Clerk of the Board of Supervisors

By _____
Chair of the Board of Supervisors

By _____
Deputy
(seal)

Pursuant to the provisions of Section 3775 of the Revenue and Taxation Code the governing body of the city of **LOS ANGELES** hereby agrees to the selling price as provided in this agreement.

ATTEST:



(seal)

Darlene Diaz
DEPUTY CITY CLERK

City of Los Angeles

By James Hahn JUL 20 2004
Mayor

This agreement was submitted to me before execution by the board of supervisors and I have compared the same with the records of Los Angeles County relating to the real property described therein.

Masaf Saleh
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SUPERVISORIAL DISTRICT 5
AGREEMENT NUMBER 2372

EXHIBIT "A"

<u>LOCATION</u>	<u>FIRST YEAR DELINQUENCY</u>	<u>DEFAULT NUMBER</u>	<u>PURCHASE PRICE</u>	<u>PURPOSE OF AQUSITION</u>
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AGREEMENT NUMBER 2425

**LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT**

FIFTH SUPERVISORIAL DISTRICT



MD

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"Enriching Lives"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

JAMES A. NOYES, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

January 29, 2004

IN REPLY PLEASE
REFER TO FILE: **MP-6**
M0420006

TO: Sharon Perkins
Operations Chief
Secured Property Tax Division
Treasurer and Tax Collector

FROM: Greg Kelley, Assistant Deputy Director
Mapping & Property Management Division

Greg Kelley

2004A TAX SALE AUTHORIZATION TO PURCHASE VIA CHAPTER 8

We received your list of properties that are tax defaulted and deemed Subject to Power to Sell dated November 21, 2003. By this memorandum, I authorize the purchase of the parcels listed below pursuant to Los Angeles County Code Section 2.18.025 that states, the Director or his designee is authorized to acquire property used by the Department of Public Works and the Los Angeles County Flood Control District.

8656-001-072	8648-010-012	8644-019-036	8174-004-004
7242-013-006	4453-019-046	4453-019-045	4221-024-006

Acquiring these adjoining parcels will enhance the District's interest which will result in better operational control of its facilities.

AT:psr
P8:VAT 2004A TAX SALE

Parcel	DIST	LOCATION	ACQUISITION
4221-024-006	2	CITY OF LA	2422
4453-09-045	3	COUNTY OF LA	2423
4453-019-046	3	COUNTY OF LA	2423
7242-013-006	11	LONG BEACH	2424
8644-019-036	5	CHARDON	2425
8648-010-012	5	CHARDON	2426

one of parcels
responsible for the sale



COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR

KENNETH HAHN HALL OF ADMINISTRATION
225 NORTH HILL STREET, ROOM 130
P.O. BOX 512102
LOS ANGELES, CALIFORNIA 90051-0102



MARK J. SALADINO
TREASURER AND TAX COLLECTOR

Application to Purchase Tax Defaulted Subject to Power to Sell Property

Name of Organization: LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
(name of the city, county, district, redevelopment agency or state)

Application to Purchase: X Objection to a Current Pending Chapter 7 Sale
(check one) Application-No Pending Chapter 7 Sale

Public Purpose for Acquiring the Property	<u>FLOOD CONTROL PURPOSES</u> <u>BIG DALTON WASH</u>
---	---

List the Propertie(s) by Assessor's Identification Number:

8644-019-036

Authorized Signature:

Title:

Date:

Agreement Number: 2425

§§3695, 3695.4, 3695.5 3791, 3891.3 and 3791.4



**COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR**

KENNETH HAHN HALL OF ADMINISTRATION
225 NORTH HILL STREET, ROOM 130
P.O. BOX 512102
LOS ANGELES, CALIFORNIA 90051-0102



MARK J. SALADINO
TREASURER AND TAX COLLECTOR

Application to Purchase Tax Defaulted Subject to Power to Sell Property

Name of Organization: LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
(name of the city, county, district, redevelopment agency or state)

Application to Purchase:
(check one) X Objection to a Current Pending Chapter 7 Sale
 Application-No Pending Chapter 7 Sale

Public Purpose
for Acquiring
the Property FLOOD CONTROL PURPOSES
 LITTLE DALTON WASH

List the Propertie(s) by Assessor's Identification Number:

8648-010-012

Authorized Signature: Greg Kelley

Title: Asst. Deputy Director

Date: 2/2/04

Agreement Number: 2425

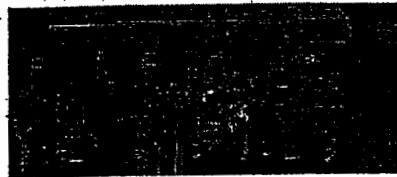
THE MISSION

We provide public works services in a responsive, efficient, and cost effective manner.

AN OVERVIEW

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RESPONSIBILITIES AND FUNCTIONS

Flood Control

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Roads

- Maintain over 3,100 miles of major roads and local streets in the unincorporated areas and over 1,700 miles in 22 incorporated cities. This includes over 1,300 signalized intersections, 6,000 miles of striping, 170,000 traffic signs, 5,000 street lights, 78,000 street name signs, as well as pavement markings, painted curbs, and raised traffic markers.
 - Provide a full range of road services, including street sweeping, pothole patching, and tree trimming.
-





CITY OF GLENDORA CITY HALL

(626) 914-8200

116 East Foothill Blvd., Glendora, California 91741

www.ci.glendora.ca.us

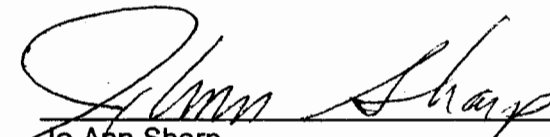
State of California)
County of Los Angeles)
City of Glendora)

I, Jo Ann Sharp, City Clerk of the City of Glendora, California, do hereby certify that the foregoing is a true and correct copy of an excerpt from the original

Glendora City Council Minutes of the meeting of January 11, 2005, specifically that portion relating to City Consent Calendar Item 8J, Approval of an agreement with Los Angeles County consenting to the County's acquiring tax defaulted property located in the City of Glendora

as same appears on file in the offices of Glendora City Hall.

Dated: February 4, 2005



Jo Ann Sharp
City Clerk, City of Glendora

8. CITY CONSENT CALENDAR8I APPROVAL OF PLANS AND SPECIFICATIONS FOR THE SIERRA MADRE AVENUE 30" WATER TRANSMISSION LINE – SECTION 5 PLAN NO. 870 (Con'td)

borings under the Little Dalton Wash and Englewild Drain. The engineer's estimate for this project is \$775,000. Funding is available in the 2004-05 fiscal budget. Staff recommends that Council approve the plans and specifications for the Sierra Madre Avenue 30" Water Transmission Main – Section 5, Plan No. 870.

The motion to approve City Consent Calendar Item 8I carried 5-0 as follows: AYES: Hamlow, Clifford, Conway, Herman, Tessitor; NOES: None; ABSENT: None.

8J COUNCIL APPROVAL OF AGREEMENT WITH LOS ANGELES COUNTY CONSENTING TO THE COUNTY'S ACQUIRING TAX DEFAULTED PROPERTY LOCATED IN THE CITY OF GLENDORA

Two small parcels of land are up for sale as Tax-Defaulted properties which are both located adjacent to Los Angeles County Flood Control facilities within the City of Glendora and identified as Assessor Parcel Number 8644-10-12 and 8644-19-36. The City has no interest in acquiring these properties, but the Los Angeles County Public Works Department is interested in acquiring them for flood control purposes for the Big Dalton Wash and can purchase them by paying the back taxes and transfer costs. Since these properties are within City jurisdiction, State law requires that the City consent to the County's acquisition of these lands. The property tax loss to the City is minimal, so the City should have no objection to this transfer. Staff recommends that Council approve the Agreement to allow Los Angeles County Flood Control District to purchase two Tax-Defaulted properties within the City boundaries.

The motion to approve City Consent Calendar Item 8J carried 5-0 as follows: AYES: Hamlow, Clifford, Conway, Herman, Tessitor; NOES: None; ABSENT: None.

8K COUNCIL REVIEW OF CITY BILLS:

1. City General Warrants dated 12-15-04: \$304,713.56
2. City Trust Warrants dated 12-15-04: \$7,387.05
3. City General Warrants dated 12-21-04: \$348,000.24
4. City Trust Warrants dated 12-21-04: \$28,690.64
5. City Payroll Wire Transfer for 12-19-04: \$534,407.46
6. City General Warrants dated 12-28-04: \$350,836.24
7. City Trust Warrants dated 12-28-04: \$2,428.36
8. City Special Payroll Wire Transfer for 12-14-04: \$82,840.52
9. City General Warrants dated 1-5-05: \$233,821.02
10. City Trust Warrants dated 1-5-05: \$6,731.05
11. City Payroll Wire Transfers for 12-30-04 & 1-2-05: \$5,939.92 and \$542,887.32

The motion to approve City Consent Calendar Item 8K(1)(2)(3)(4)(5)(6)(7)(8)(9)(10)(11) carried 5-0 as follows: AYES: Hamlow, Clifford, Conway, Herman, Tessitor; NOES: None; ABSENT: None.

8L COUNCIL ACCEPTANCE AND APPROPRIATION OF ADDITIONAL CALIFORNIA STATE LIBRARY LITERACY GRANT FUNDS FOR FISCAL YEAR 2004-05 IN THE AMOUNT OF \$4,950

The Library projected \$10,000 to be received in California State Library Literacy Grant funds and these funds were received. The Library has received additional grant funds in the amount of \$4,950 for literacy expenses. Staff recommends that Council accept and appropriate \$4,950 in additional California State Library Literacy Grant funds for Fiscal Year 2004-05.

The motion to approve City Consent Calendar Item 8L carried 5-0 as follows: AYES: Hamlow, Clifford, Conway, Herman, Tessitor; NOES: None; ABSENT: None.

750221-C-157
750228-5801
75-4385
751001
750129

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

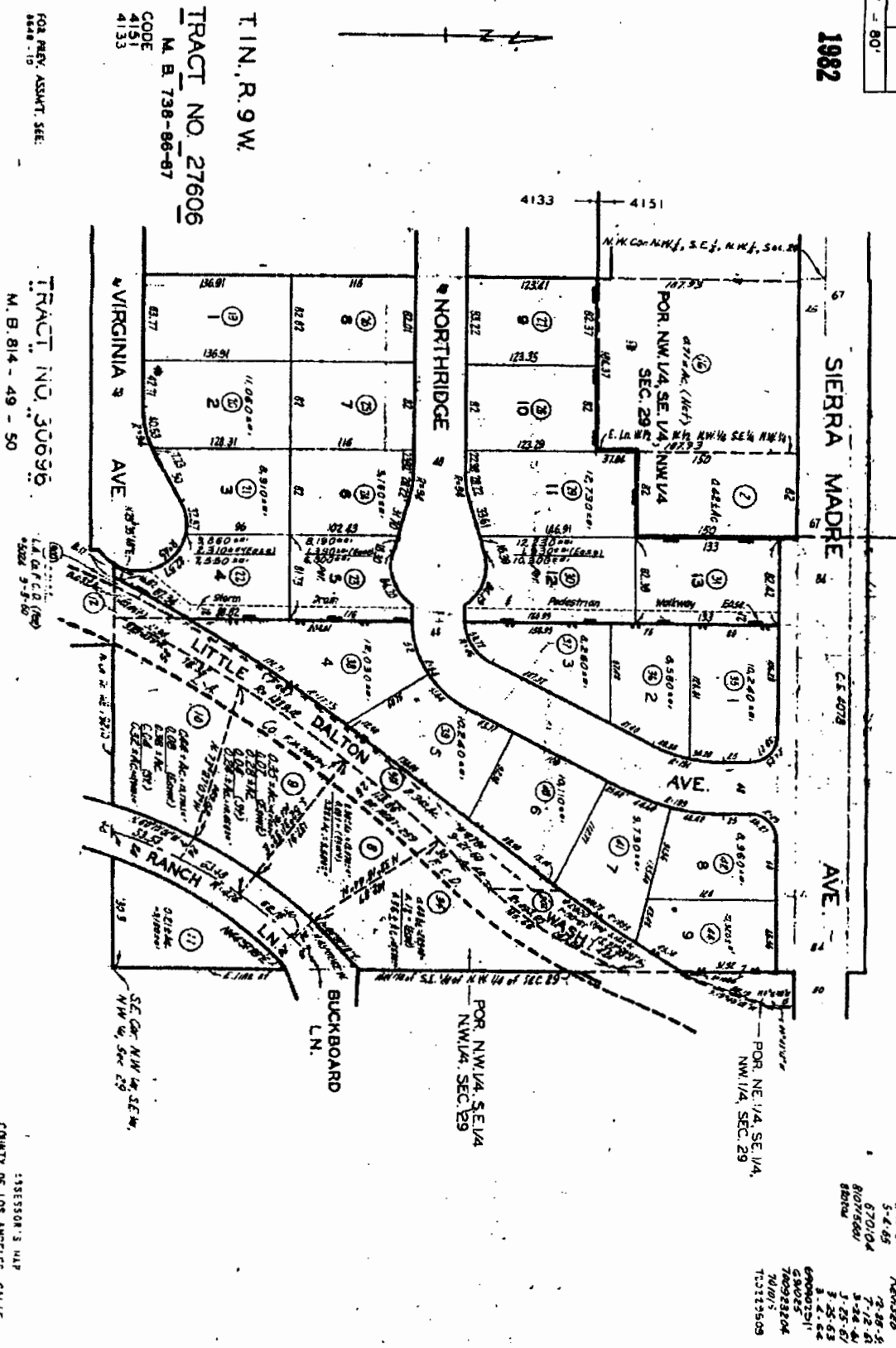
CONDOMINIUM
TRACT NO. 28828
W.B. 1007-56-97

4
E
D
D
C

Several houses at 49, 51, 53, 55-57 and 59 were among the 61 listed in Block 4. Although the divisions of some lots are marked on the map, sometimes on the street.

8648	10
SCALE 1" = 80'	

1982



ORIGINAL

**AGREEMENT TO PURCHASE
LOS ANGELES COUNTY TAX-DEFAULTED PROPERTY
(Public/Taxing Agency)**

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APPROVED AS TO FORM:

~~LLOYD W. PELLMAN~~
County Counsel

By 
Principal Deputy County Counsel

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0§§3791, 3791.3 3793 R&T Code

The undersigned hereby agree to the terms and conditions of this agreement and are authorized to sign for said agencies.

ATTEST:
LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT

By Greg Kelley

(seal)

ATTEST:

Board of Supervisors
Los Angeles County

By _____
Clerk of the Board of Supervisors

By _____
Chair of the Board of Supervisors

By _____
Deputy
(seal)

Pursuant to the provisions of Section 3775 of the Revenue and Taxation Code the governing body of the city of **GLENDORA** hereby agrees to the selling price as provided in this agreement.

ATTEST:

John Sharp

(seal)

City of Glendora

By Judith Smith
Mayor

This agreement was submitted to me before execution by the board of supervisors and I have compared the same with the records of Los Angeles County relating to the real property described therein.

Marjorie Salas
Los Angeles County Tax Collector

Pursuant to the provisions of Sections 3775 and 3795 of the Revenue and Taxation Code, the Controller agrees to the selling price hereinbefore set forth and approves the foregoing agreement this ____ day of _____, 20__.

By: _____, STATE CONTROLLER

SUPERVISORIAL DISTRICT 5
AGREEMENT NUMBER 2425

EXHIBIT "A"

<u>LOCATION</u>	<u>FIRST YEAR DELINQUENCY</u>	<u>DEFAULT NUMBER</u>	<u>PURCHASE PRICE</u>	<u>PURPOSE OF AQUISITION</u>
CITY OF GLENDDORA	1997	8644-019-036	\$1,127.00*	FLOOD CONTROL PURPOSES - BIG DALTON WASH

**LEGAL
DESCRIPTION**

THAT PART IN GLENDDORA CITY TAX DIST N 2 OF LOT COM AT SW COR OF LAND DESC IN DOC NO 4021, 5-3-61 TO L A CO FLOOD CONTROL DIST TH S 29°55' E TO A PT S 50 FT AND E 350 FT AND S 120 FT AND S 29°55' E 215.45 FT FROM NW COR OF LOT 3 IN SEC 32 T 1N R 9W TH S 79°37' E 108.87 FT TH SE ON A CURVE CONCAVE TO SW (R=171 FT) 214.74 FT TH S 1°23' W 24.09 FT TH E TO A PT S 50 FT AND E 794.84 FT AND S 222.10 FT AND S 18°27' 15" E 243.15 FT AND S 15°20'15" E 70.54 FT FROM SD NW COR TH N 15°20'15" W 70.54 FT TH N 18°27'15" W 243.15 FT TH N TO SE LINE OF SD LAND TH SW THEREON TO BEG PART OF LOT 3 IN SEC 32 T 1N R 9W AND PART OF SUB OF THE RANCHO ADD TO SAN JOSE AND A PORTION OF THE RANCHO SAN JOSE

CITY OF GLENDDORA	1992	8648-010-012	\$1,586.00*	FLOOD CONTROL PURPOSES -LITTLE DALTON WASH
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**LEGAL
DESCRIPTION**

THAT PART SE OF LAND DESC IN DOC # 5024 9-8-60 TO L A CO FLOOD CONTROL DIST OF E 1/2 OF W 1/2 OF NW 1/4 OF SE 1/4 OF NW 1/4 OF SEC 29 T 1N R 9W

*The purchase price quoted on this Exhibit "A" is a projection of the purchase price for a schedule of eight (8) months. If the agreement is completed in less time, then the purchase price will be decreased; however if the completion of the agreement is longer than this time, the price will increase accordingly.

ORIGINAL

**AGREEMENT TO PURCHASE
LOS ANGELES COUNTY TAX-DEFAULTED PROPERTY
(Public/Taxing Agency)**

This Agreement is made this _____ day of _____, 20____, by and between the Board of Supervisors of Los Angeles County, State of California, and the **LOS ANGELES COUNTY FLOOD CONTROL DISTRICT** ("Purchaser"), pursuant to the provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code.

The real property situated within said county, hereinafter set forth and described in Exhibit "A" attached hereto and made a part hereof, is tax-defaulted and is subject to the power of sale by the tax collector of said county for the nonpayment of taxes, pursuant to provision of law.

It is mutually agreed as follows:

1. That as provided by Section 3800 of the Revenue and Taxation Code, the cost of giving notice of this agreement shall be paid by the PURCHASER.
2. The PURCHASER agrees to pay the total purchase price listed for each real property described in Exhibit "A" within 14 days after the date this agreement becomes effective. Upon payment of said sum to the tax collector, the tax collector shall execute and deliver a deed conveying title to said property to PURCHASER.
3. *That the PURCHASER agrees that the real property be used for the public use specified on Attachment "A" of this agreement.*
4. That if said PURCHASER is a **TAXING AGENCY**, said agency would not share in the distribution of the payment required by this Agreement as defined by § 3791 and § 3720 of the Revenue and Taxation Code.

APPROVED AS TO FORM:

~~LLOYD W. PELLMAN~~
County Counsel

By 
Principal Deputy County Counsel

If all or any portion of any individual parcel listed in Exhibit "A" is redeemed prior to the effective date of this agreement, this agreement shall be null and void only as it pertains to that individual parcel. This agreement shall also become null and void and the right of redemption restored upon the PURCHASER'S failure to comply with the terms and conditions of this agreement. Time is of the essence.

0§§3791, 3791.3 3793 R&T Code

The undersigned hereby agree to the terms and conditions of this agreement and are authorized to sign for said agencies.

ATTEST:
**LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT**

By Greg Kelley

(seal)

ATTEST:

Board of Supervisors
Los Angeles County

By _____
Clerk of the Board of Supervisors

By _____
Chair of the Board of Supervisors

By _____
Deputy
(seal)

Pursuant to the provisions of Section 3775 of the Revenue and Taxation Code the governing body of the city of **GLENDORA** hereby agrees to the selling price as provided in this agreement.

ATTEST:

William Sharp

City of Glendora

By Jack G. Hunter
Mayor

(seal)

This agreement was submitted to me before execution by the board of supervisors and I have compared the same with the records of Los Angeles County relating to the real property described therein.

Wachf Salad
Los Angeles County Tax Collector

Pursuant to the provisions of Sections 3775 and 3795 of the Revenue and Taxation Code, the Controller agrees to the selling price hereinbefore set forth and approves the foregoing agreement this ____ day of _____, 20__.

By: _____, STATE CONTROLLER

SUPERVISORIAL DISTRICT 5
AGREEMENT NUMBER 2425

EXHIBIT "A"

<u>LOCATION</u>	<u>FIRST YEAR DELINQUENCY</u>	<u>DEFAULT NUMBER</u>	<u>PURCHASE PRICE</u>	<u>PURPOSE OF AQISITION</u>
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